Trust & Surety Co. v. Howell (1902) 49 Pa. Super. Ct. 255. It seems that whatever operates as an assignment of a debt, operates *prima facie* at least, as an assignment of the guaranty, on the theory that it is, like a mortgage, an incident of the debt, and that whoever may enforce the debt may enforce the guaranty. *Stillman v. Northrup* (1888) 109 N. Y. 473, 17 N. E. 379; *Longfellow v. McGregor* (1895) 61 Minn. 494, 63 N. W. 1032. Reading the stipulation of the lease in the instant case to the effect that its provisions "would bind and run in favor of the landlord and tenant and their respective successors in interest" in connection with the guaranty which refers to the lease, it was clearly reasonable to conclude that the guaranty was not intended to be a personal one and that the term "legal representatives" included assignees. After all, the right of the obligee against the defendant, though a conditional one, arose immediately upon execution of the lease from A to B, and not upon default by B, and there seems to be no valid reason why that conditional right should not be assignable along with the principal obligation, in the absence of an express or clearly implied provision to the contrary.

WORKMEN'S COMPENSATION—AMOUNT RECOVERABLE—EFFECT OF SERVANT'S SETTLEMENT WITH TORT-FEASOR.—The Iowa Workmen's Compensation Act provides that where an employee receives an injury for which compensation is payable and which was caused "under circumstances creating a legal liability in some person other than the employer to pay damages," he may proceed against both the employer for compensation and the third party for damages, but the amount of compensation received under the Act is to be "reduced by the amount of damages recovered" from such third party. Iowa Ann. Code, 1913, ch. 8A sec. 2477-m6. The plaintiff's intestate had been injured by a trolley company while in the defendant's employ. The trolley company, before any claim had been made, paid the plaintiff's intestate $750 for his covenanting never to sue. The defendant declined to pay full compensation on the ground that the $750 should be deducted. *Held,* that the plaintiff was entitled to full compensation, since the $750 received was not a recovery of damages within the meaning of the Statute. *Renner v. Model Laundry* (1921, Iowa) 184 N. W. 611.

The trend of recent decisions is towards a liberal construction of Workmen's Compensation Acts in favor of the employee. *Strasmas v. State Industrial Com.* (1921, Okla.) 195 Pac. 762; *Industrial Com. v. Weigandt* (1921, Ohio) 130 N. E. 38; *Town of Stephenson v. Industrial Com.* (1921, Wis.) 180 N. W. 842. Perhaps the instant case reflects this tendency to a rather extraordinary degree, although the "scope of employment" cases have gone even further. See *Starr Piano Co. v. Industrial Com.* (1919) 181 Calif. 433, 184 Pac. 860; COMMENTS (1920) 29 YALE LAW JOURNAL, 669. The Court would have been justified in finding that there was in substance a "recovery of damages" by a less technical construction of the Statute. See *Cripps Case* (1914) 216 Mass. 586, 104 N. E. 565; *Rosenbaum v. Hartford News Co.* (1918) 92 Conn. 398, 103 Atl. 120. If the Court could find no obligation resting upon the trolley company, the resulting conclusion that the legal relations of those not a party to the arrangement were unaffected is not without authority. See *Hornburg v. Morris* (1916) 163 Wis. 31, 157 N. W. 556; *Kelly v. No. British Ry. Co.* (1915) 53 Scot. L. R. 53. The Court's refusal to treat the defendant and the trolley company as joint tort-feasors because of the difference between a statutory and common-law liability is a desirable result. See (1918) 18 COL. L. REV. 599. But had the Court seen fit to hold otherwise, it might well have found that the defendant was not released by the deceased's covenant with the trolley company. See *Adams Express Co. v. Beckwith* (1919) 100 Ohio St. 348, 126 N. E. 300; COMMENTS (1920) 29 YALE LAW JOURNAL, 909. The case seems to interpret the Iowa Statute narrowly, but is sustainable in that it follows the general tendency in workmen's compensation cases of favoring the employee.